Policy for Use of Campus Facilities

Effective July 25, 2008
Updated December 2008

Part I: General

1. Definitions
   a. Campus Facility - any indoor or outdoor space managed, operated, and maintained by McNeese State University
   b. Presenter - the group or individual who is originating, organizing, producing, or presenting an activity or event
   c. Reserving Office - a member of an Organizational Unit charged with the duty of scheduling a Campus Facility
   d. Organizational Unit - a department or division of McNeese State University (Full- and Part-Time MSU Employees, excludes Student Employees, Work-Study); a use fee is never assessed to an Organizational Unit
   e. Student Group - club, fraternity, sorority, etc. officially recognized by the Office of Student Services and which is bound by the Student Handbook and the Student Organization Handbook (http://www.mcneese.edu/students/orghandbook.pdf)
   f. Campus-Affiliated Group - groups that exist for the sole purpose of advancing MSU (including, but not limited to: Cowboy Club, PetroChem Assoc., Alumni Association, etc.)
   g. A Campus Quasi Affiliated Entity is defined as a separate organization that directly or indirectly furthers the institution's mission and its academic or athletic goals and is organized, managed, and operated by persons who are employed by the University. Campus Quasi Affiliated Entities must adhere to all policy provisions required of Non-Affiliated Entities, except that Campus Quasi Affiliated Entities will be charged at a rate negotiated by the University and the Quasi Affiliated Entity. Charges for services provided by the University, (i.e. set-ups, clean-up) will be charged at the full rate.
   h. Non-Affiliated Entity - ALL OTHERS

2. The primary function of a Campus Facility is to provide space in which the University's primary mission can be carried out. <u>At all times, McNeese State University maintains the right to determine what is an appropriate use of a Campus Facility with regard to the activities and events scheduled therein</u>.

3. Campus Facilities are assigned to Organizational Units by University Administration. Heads of Organizational Units in turn further assign and designate individual spaces to full and part time employees for instructional, faculty, staff, and other support needs.
   a. Control and/or management of a campus facility shall not be automatically assumed because of enrollment, employment, or other relationship with the University.
   b. Enrollment, employment, or other relationship with the University does not automatically qualify an activity or event to be exempt from Use Fee and/or Administrative Fees.
   c. Campus Facilities may not be sublet.
   d. The use of a Campus Facility shall be governed strictly by all applicable laws, building safety and fire codes, policies of the management boards, and policies and procedures enacted by the University and shall be an appropriate use of that space.

4. All Campus Facilities are subject to the University Tobacco Use Policy.

Part II: Categories of Use

1. Based on various kinds of activities and events, three broad categories of use of a Campus Facility are defined. These categories provide policies etc. Each category is covered individually in the following articles.

2. Each Campus Facility may have specific rules and procedures regarding use of space. Any such rules and procedures shall be considered a supplementary part of this policy to the same extent as if incorporated herein in full and shall be strictly followed.
   a. Infringement and/or infraction shall result in disciplinary actions, which may include permanent ban, probation, and litigation seeking restitution for damages to property and/or equipment.

Article 1: Regular/Curricular Activities

1. Activities include instruction, research, academic support, and other university services (e.g. classes for credit, research projects for credit, performances for credit, faculty meetings involving curriculum and instruction, normal daily work load and scholarly work by faculty, supervision and administration of faculty and staff, daily operational and logistical support, etc). These are mission-critical programs made possible by the collection of tuition and fee assessments at registration, and state and federal funding.

2. Occupants may not physically alter a space that is assigned to them. Physical alterations are defined as painting, flooring, carpentry, drywall work, lighting, ceiling work, etc. For work of this nature, contact Facilities & Plant Operations. Such alterations are unauthorized alterations and considered damage to property, and when vacating a space or upon separation from the University, the occupant(s) and/or organizational unit will be assessed all direct costs associated with returning the space to its condition before the unauthorized alteration took place.

Article 2: Special Events

1. As a public institution, McNeese State University realizes the importance of making itself accessible to the surrounding communities; when available, the University will allow a Campus Facility to be used at the discretion of the appropriate Reserving Office, provided that there will be no negative logistical impact on University operations, such as class displacement, parking, etc. All applicable use fees will be assessed to the Presenter. Any refusal of use may be disputed and appealed in writing to the chair of the Campus Facilities Committee for review by the full committee.

2. Events scheduled in a Campus Facility may be cancelled in the event a natural disaster occurs and damages the Campus Facility making the space unsuitable or if the Campus Facility is required for relief efforts.

3. To use a Campus Facility for a Special Event, a Presenter must first contact the appropriate Reserving Office and start the request process there. Special Events that have not been approved will be shut down automatically.

4. The University does not recognize "sponsorship" or "recruitment" as a test to determine eligibility or waiver of use fees and/or administrative fees and other surcharges.
   a. Organizational Units, Student Groups, Campus-Affiliated Groups shall not request use of a Campus Facility in order to "host" or "sponsor" a Non-Affiliated Entity in an attempt to give them free use of space. Law prohibits this. (State of Louisiana Constitution, Article 7, Section 14(A).

5. Presenters may not physically alter, modify, or misuse a Campus Facility in any way.

6. Presenters must have a confirmed reservation for a Campus Facility before starting any publicity, or starting any formal relationship with a Non-Affiliated Entity. Presenter is responsible for any costs arising from cancellation.

7. All groups shall perform basic clean-up following their special event. All items and decorations belonging to the Presenter must be cleared away. All trash and refuse must be cleared away from tabletops and placed in trashcans.

8. A Use Fee will be assessed to a Presenter based on who receives financial benefit. See the rate schedule below for fee amounts for individual Campus Facilities and the Reserving Offices responsible for scheduling them. Rates are subject to change.

PRESENTER	USE FEE ASSESSED	USE FEE WAIVED
Student Group **must comply with the Student Organization Handbook**	1. Event charges admission; some of the net revenue (proceeds) deposited somewhere other than into a University account (Event is not solely a production or presentation of the Student Group because of some formal or informal agreement with a Non-Affiliated Entity (e.g.: production company, promoter, etc.)	1. Event will be free admission 2. Event charges admission; all net revenue (proceeds) deposited into a University account 3. Event is a fund raising effort for charity; all proceeds must be received by a bona-fide charitable organization
Campus-Affiliated Group	1. Event does not support any function of the University and will be assessed per Fee Schedule	1. Event is in support of University programs and will not be assessed
Quasi Affiliated Entity	1. If event does not support any function of the University, assessed fee will be charged per Fee Schedule. If event indirectly furthers the institution's mission and its academic and athletic goals, a reduced rate will be assessed based upon specific circumstances.	1. All event proceeds are deposited with the University or the Foundation to exclusively support the University's mission and its academic or athletic goals
Non-Affiliated Entity	1. Event serves non-public interests or purposes. 2. All others	1. Event provides a benefit to the University 2. Local, State, & Federal Governmental Agencies which need to distribute information to the public or aid in times of crisis

   a. The Use Fee simply grants use of a Campus Facility for the duration of the Special Event.
   b. Setups other than the basic configuration shown on the *Rate Schedule for Special Events* shall be subject to surcharges.
   c. Setups need to be provided at least 10 working days in advance of a Special Event to the Reserving Office. If a Presenter misses that deadline, then last minute setup requests will be treated as extra-ordinary and will be subject to surcharges, or may be denied completely.

9. Depending on the type of event being held, surcharges for services beyond those covered in the basic Use Fee shall be imposed (On-Duty Certified Security Officers, On-Duty Custodial Staff, extra-ordinary utility tie-ins, extra-ordinary setups, etc). These surcharges are calculated on an hourly basis and/or rental expenses. See *Rate Schedule for Special Events*.
   a. Residency and commuter camps must be registered with the Ofc. of Student Services and arrangements for

overnight accommodations made with Student Services and daily meals with the University's Food Service Provider. These are additional costs borne by the Presenter.

b. All Events presented by a Non-Affiliated Entity wishing to serve food and/or alcoholic beverages shall contract these services exclusively through the University's food service contractor. The University Alcohol and Drug Use Policy must be adhered to.

10. Administrative Fees will be assessed if University resources are used/consumed (paper, copying, toner, ink, telephone usage, LINC usage, assigning personnel extra duties in addition to or outside of their normal work, web service, rental arrangements, postage) or for organization and/or coordination details that should have been taken care of by the Presenter (opening for load-ins, load-outs, storage, etc).

11. All Non-Affiliated and Quasi-Affiliated Entities must provide proof of general liability insurance and worker compensation insurance (if applicable) in coverages and exposures shown in "Insurance Requirements for Lessees" and must also sign an Indemnification Agreement. This documentation must be submitted before a reservation can be confirmed. This insurance is obligatory and may have to be purchased. Cost of insurance is borne by the Non-Affiliated or Quasi-Affiliated Entity.

    a. Non-Affiliated Entities also include service industries (catering, concessionaires, merchandisers, vending, etc) and individuals who provide technical services (sound systems, lighting system, etc) hired by the Presenter. These services may be biddable, as determined by the Office of Purchasing and Property Control. See specific insurance requirements shown in "Insurance Requirements for Contractors". Each vendor hired must provide proof of general liability insurance and worker compensation insurance in coverages and exposures detailed.

12. Presenter is financially responsible for all damages to the Campus Facility being used for the duration of the Special Event. This includes all preparation time by Presenter (rehearsals, decorating prior to event, setups, etc).

13. When a Use Fee is assessed, a NON-REFUNDABLE deposit of 25% will be required to confirm a reservation. The balance of use fee and any subsequent surcharges and administrative fees assessed will be due 14 days after receipt of invoice from Administrative Accounting.

14. Under no circumstances may solicitation for anonymous cash donations be made in any Campus Facility.

Article 3: Short & Long Term Leases

1. The university may elect to make vacant campus office facilities available for lease to other State agencies or programs.

2. Short term leases (less than one year) shall be at a rate of $1 per square foot per month. Long term leases (in increments of a full year) are $12 per square foot per annum. The Division of Business Affairs handles all leases.

Rate Schedule for Special Events

July 25, 2008

For Campus Facilities not listed in the tables that follow, the Campus Facilities Committee will establish rates.

General Assembly Facilities

CAMPUS FACILITY	RESERVING OFFICE	USE FEE (if assessed, see policy)	CAPACITY	CONFIGURATION
Baker Auditorium in Farrar Hall	Burton College of Education 475-5432	$200 per day	389	fixed ramp seating, retracting tablet
Bulber Auditorium	Facilities & Plant Operations 475-5880	$1000 per day	2000	fixed row seating proscenium stage
Business Conference Center	VP for Student Affairs 475-5503	for University use only - no fee	175 130 50 36	reception row seating round tables/chairs tables / chairs in rows

Cowboy Club Room	Athletic Director 475-5908	$250 per day	300 250	standing tables/chairs
Frasch Auditorium Frasch Hall (Old)	Dept. of Biological & Environmental Sciences 475-5674	$150 per day	101	fixed tiered seating, tablet arms
Gayle Rm. 104 Gayle Hall	Dept. of Agriculture 475-5690	$150 per day	100 ea sect 50 ea sect	row seating tables/chairs
Old Ballroom Holbrook Student Union	Student Union Operations 475-5609	$100 per day	400 275	dance, standing row seating tables/chairs
Parra Ballroom Student Union Annex	Student Union Operations 475-5609	$300 per day	400 350 300	reception, dance row seating tables/chairs
Stokes Auditorium Hardtner Hall	College of Nursing 475-5820	$250 per day	269	fixed ramp seating, retracting tablet arm
Stream Alumni Center Main Room	Alumni Affairs 475-5232	$100 per day		reception, standing row seating tables/chairs
Small Meeting Room	Alumni Affairs 475-5232	$40 per day	20	configuration does not change
Squires Auditorium Shearman Fine Arts	Dept. of Performing Arts 475-5044	$300 per day	225	fixed row seating thrust stage

Instructional Facilities

CAMPUS FACILITY	RESERVING OFFICE	USE FEE (if assessed, see policy)	CAPACITY	CONFIGURATION
Small Classroom	Contact the appropriate building coordinator; see the *Building Coordinator List*	$35 per day	1 up to 25	standard desks
Medium Classroom		$50 per day	25 up to 50	standard desks
Large Classroom		$100 per day	50 and up	standard desks
Small Computer Lab		$35 per day + $5 (?) per comp. used	1 up to 12	comp. stations
Medium Computer Lab		$50 per day + $5 (?) per comp. used	12 up to 20	comp. stations
Large Computer Lab		$100 per day + $5 (?) per comp. used	20 and up	comp. stations

Meeting Rooms

CAMPUS FACILITY	RESERVING OFFICE	USE FEE (if assessed, see policy)	CAPACITY	CONFIGURATION
Azalea A Student Union Annex	Student Union Operations 475-5609	$35 per day n/c if renting Parra Ballroom	20	varies
Azalea B Student Union Annex	Student Union Operations 475-5609	$35 per day n/c if renting Parra Ballroom	20	varies
Intracoastal Student Union Annex	Student Union Operations 475-5609	$50 per day	20	varies
Gallery Student Union Annex	Student Union Operations 475-5609	$50 per day	15	varies
Marriner Student Union Annex	Student Union Operations 475-5609	$55 per day	40	conference table/ chairs
Mallard Student Union Annex	Student Union Operations 475-5609	$55 per day	35	chairs
McNeese Room Frazar Memorial Library	Library Director 475-5716	$35 per day	28	conference table/ chairs
Meeting Room C Frazar Memorial Library	Library Director 475-5716	$35 per day	36	tables/chairs
Meeting Room at 4314 Ryan Street	MSU Police Dept. 475-5711	$65 per day	25	varies

Sports and Recreational Facilities

CAMPUS FACILITY	RESERVING OFFICE	USE FEE (if assessed, see policy)	CAPACITY	CONFIGURATION
Cowboy Stadium	Athletic Director 475-5908	$1500 per day	17000	grandstands
Football Practice Fields	Athletic Director 475-5908	$150 per day		
Baseball Complex	Athletic Director 475-5908	$400 per day		
Track Complex	Athletic Director 475-5908	$400 per day		
Memorial Gymnasium	Athletic Director 475-5908	$150 per day		
Softball Field	Athletic Director 475-5908	$300 per day		
Soccer Field	Athletic Director 475-5908	$150 per day		
Tennis Courts	Tennis Coach 475-5382	$300 per day		
Rec Complex Arena	Rec Complex Director 475-5370	$400 per day		
Rec Complex Pool		$150 per day		
Rec Complex Aerobics		$125 each room per day		
Rec Complex Intramural Fields		$150 per day daytime use (until dusk) $300 per day nighttime use		

Surcharges and Administrative Fees

DESCRIPTION OF SURCHARGE	EXAMPLES	FEE or BASIS OF CALCULATION
SECURITY	provides security for event	$20 per hour per security officer minimum of 4 hours
CUSTODIAL SERVICE	services beyond basic cleanup and prep	$10 per hour per custodian minimum 2 hours
PHONE SERVICE	office and event uses; local and long distance	$25 + LINC charges
WEB PAGE SPACE	use of MSU web pages for linking or advertising	$25 per 2 megabytes of space per month
POSTAL SERVICE	use of campus postal service	$25 + direct metered mail charges
RENTAL ARRANGEMENTS	tables, chairs, A/V equipment, etc.	cost of rental + administrative markup of 15% rounded to the nearest dollar
ADMINISTRATIVE FEE	assessed by a Reserving Office when a Special Event requires extra coordination from the Reserving Office; and/or the fee for processing contracts and accounting documentation; any University owned supplies consumed by the Presenter	$25 per occurrence and/or cost of supplies consumed

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**

2. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability to be $1,000,000 when work is to be over water.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees, or 2) the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

   a. The Agency, its officers, officials, employees and volunteers are to be covered as "additional insureds" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

   b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

   c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers Liability Coverage**
   The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from the leased premises.
3. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before the lease commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ , its agents, servants, and
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims, demands, and/or causes of action except
{Contractor/Subcontractor/Lessee/Supplier}

those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for and
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by _____
Company Name

_____
Signature

_____
Title

Date Accepted _____

Is Certificate of Insurance Attached? _____Yes _____No

Contract No. _____ for

_____
State Agency Number and Name

PURPOSE OF
CONTRACT: _____

_____

_____

_____

_____

BUILDING COORDINATORS

BUILDING	NAMES	BOX #	PHONE NO.
Alumni	1. Joyce Patterson	90775	475-5232
	2. Jackie Adams	90775	475-5943
Athletic Field House	1. Tommy McClelland	92735	475-5908
	2. Louis Bonnette	92735	475-5207
Bulber Auditorium	1. George Bodin	90460	475-5880
	2. Mary Richardson	90215	475-5123
Burton Business Center	1. Dr. Mitch Adriane	92140	475-5514
	2. Eddie Meche	93295	475-5501
Burton Coliseum	1. Mark Etheridge	93106	478-9010
	2. Mitzi Lacombe	93106	478-9010
Cafeteria	1. Toby Osburn	92535	475-5607
Housing	2. Olivia Macon	92535	475-5602
Credit Union/Property	1. Ron Cobb	90740	475-5345
Storage/Bookstore Storage	2.	90535	475-5097
	3. Denise Lamendola	90695	475-5493
Drew Enrollment	1. Kourtney Haftmann	92895	475-5505
	2.	92895	475-5504
Drew Hall/ETL	1. Dr. Nikos Kiritsis	91860	475-5876
	2. Dr. Jonathan Sullivan	91735	475-5862
Facilities Planning	1. Richard Rhoden	90460	475-5887
	2. Brian Ezell	90460	475-5885
Farm	1. Darrin Goodwin	90700	475-5691
	2. Dwight Bertrand	90700	475-8004
Farrar Hall	1. Dr. Wayne Fetter	93255	475-5432
	2. Donna Whatley	93255	475-5432
Financial Aid	1. Taina Savoit	93260	475-5065
	2. Shannon Guillory	93260	475-5065
Frasch Hall	1. Dr. Mark Wygoda	92000	475-5673
	2. Dr. Greg Bradley	93140	475-3058
Frazar Memorial Library	1. Nancy Khoury	91445	475-5715
	2. Kenneth Awagain	91445	475-5737
Gayle Hall	1. Dr. Frederick Lemieux	92220	475-5691
	2. Debbie Hollingsworth		475-5683

BUILDING	NAMES	BOX #	PHONE #
Hardtner Hall	1. Dr. Peggy Wolfe	90415	475-5820
	2. Dr. Carrie Chrisco	90335	475-5289
Holbrook			
Bookstore	1. Denise Lamendola	90695	475-5493
Career Services	1. Kathryn Bond	90780	475-5613
Contraband	1. Candace Townsend	92695	475-5636
Printing	1. Susan Kelley	91450	475-5893
Infirmary	1. Elisa Guillory	90735	475-5748
Kaufman	1. Dr. Ray Miles	92260	475-5192
Registrar's -	2. Stephanie Tarver	92495	475-5145
Kirkman	1. Dr. George Mead	92255	475-5785
	2. Sid Bradley	93240	475-5788
Memorial Gymnasium	1. Dave Simmons	90495	475-5480
	2. Brooks Donald Williams	91535	475-5908
Rec Complex	1. Jimmy Pitre	91620	475-5370
	2. Randy Cooper	91620	475-5381
Shearman Fine Arts Center	1. Michele Martin	92175	475-5020
	2. Lynn Reynolds	90420	475-5042
Smith Hall	1. Mona White	92935	475-5976
	2. Pam Watkins	92415	475-5883
Student Union (New)			
Snack Bar	1. Dr. Chris Thomas	92535	475-5707
Student Union	1. Phyllis Prejean	92549	475-5609
University Police	1. Cinnamon Salvador	90540	475-5711
	2. Vicky Boudreaux	90540	475-5711

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